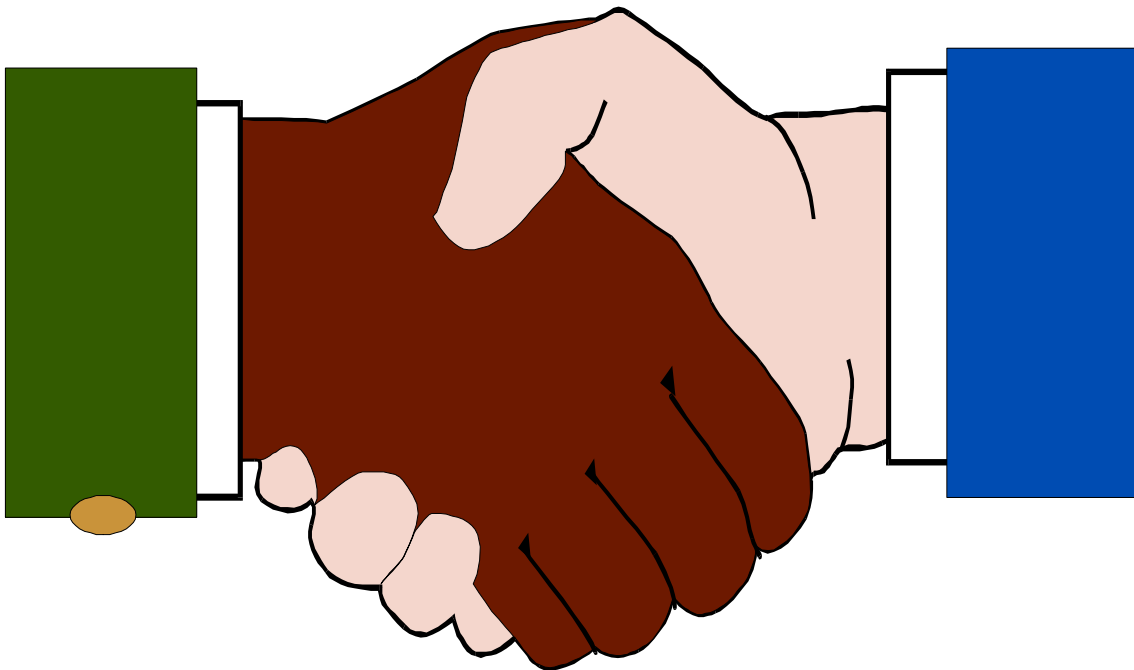




Army Civilian Enterprise Contracts

Preparation Guide -- November 1999



Office, Chief of Public Affairs



Message from the Army, Chief of Public Affairs

Since Congress first granted authority for the military to establish civilian enterprise or CE contracts, we have enjoyed a unique partnership with industry: Civilian firms print our newspapers and base guides at no cost to the government.

The Army saves millions of dollars annually through CE contracting. Publishers sell advertising to businesses desiring to reach a military market, and in return, we receive a vehicle to inform our soldiers, government civilians, retirees and families of the command information and news affecting our communities.

Through the years, this partnership has proven a tremendous success for both parties, forging a link that will become even more important to commanders as we enter the next millennium.

Now is an appropriate time to update and consolidate the procedures involved in securing a CE contract for your post newspaper or base guide. This process involves careful planning and coordination by the Public Affairs Office in concert with the local contracting officer and Staff Judge Advocate. Feasibility studies, statements of work, requests for proposal and source selection committees are all pieces of the contracting puzzle that you should understand before the process begins.

(More)

We hope this guide will serve as a road map for the public affairs officer, NCOIC, CI chief or other staff members who become involved in selecting a contract for their newspaper or base guide. Included are answers to frequently asked questions, policy guidance, examples, worksheets and checklists.

This guide was developed from portions of DoD Instruction 5120.4, Army Regulation 360-81 and the experience of PAOs who faced the challenging task of beginning a new contract or making alterations to an existing agreement.

We focused the contracting process on six major areas:

- How to do a feasibility study prior to soliciting for a CE contract
- Contracting's alphabet soup: FAR? RFP? PWS? COR? SOW?
- What do I want/need my contractor to do?
- There's no business without bid evaluation and selection
- Defining the PAO relationship with the contractor
- What happens when the contractor defaults?

A sample contract is provided for a newspaper and another for a base guide. These samples should be developed or tailored to fit the individual installation's contracting situation.

This guide is a work in progress. It is not all-inclusive, it is not a directive, and it does not supersede any Department of Defense and Army regulations or standing orders that may be in effect. While we tried to be as thorough as possible, there is always room for improvement: Your comments and suggestions are welcome.



JOHN G. MEYER, JR.
Major General, GS
Chief of Public Affairs

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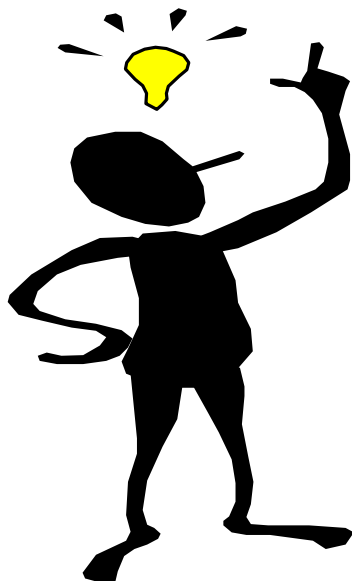
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Conducting a CE Market Research/Feasibility Study

The objective of a CE Market Research/Feasibility Study is to develop a list of qualified companies interested in printing your publication. Ordinarily, you wouldn't employ a feasibility study for a post guide unless you wanted to gauge local interest in producing your product. A majority of national companies already exist to produce guides for military installations.

The first thing to know is don't let the name of this process scare you away. Although called a study, this search does not have to be a lengthy, rigorous thesis. In fact, most successful market research feasibility studies have been done rather informally.

PREPARATION

The first step involves coordination with your local Contracting Office and Staff Judge Advocate. Brief your contracting officers on Civilian Enterprise contracts. Show them this booklet, along with your consolidated Army public affairs regulation and DoDI 5120.4. Inform the contracting officer that you want to touch base with printers to determine if any might be interested in printing and distributing a CE publication.

Invite the contracting officer to be present during any appointments you make with the printers. Assure the contracting representative that you will inform civilian printers that you are not seeking a contract or agreement, only possible interest in producing a CE newspaper. As a means of publicizing the potential CE publication contract to commercial sources, the contracting officer should have it announced in the

Commerce Business Daily. Where additional publicizing is necessary, press releases or advertisements in local area newspapers may be used to develop commercial interest.

BRIEFING for PRINTERS

The next step is to prepare a briefing for potential printers. The command must sell the printer on the CE concept. What's in it for the CE printer? Information should include, but not be limited to:

- A brief mission statement for the command and your newspaper.
- How does your newspaper meet the interests and needs of the audience (*Readership surveys will help here.*)
- Demographic and budget information on the makeup of your command to illustrate what the makeup is of your installation "market." (Much of this data can be obtained from your local Standard Installation Division Personnel, or SIDPERS, office, the Civilian Personnel Advisory Center, and the Directorate of Resource Management.) Include the following information:

- (1) Military population broken down into three categories: junior enlisted, senior enlisted, and officer (*include Reserve Component personnel and retirees*).
- (2) Civilian population (*number of GS, WG and NAF civilians*).
- (3) Total military payroll.
- (4) Total civilian payroll.
- (5) Grade demographics. Determine the number of personnel by grade in the organization. Develop categories for E1-E4, E5-E6, E7-E9, W1-W4, 01-3, 04+. List the monthly pay for each category (*e.g., E6 over 10 years service base pay plus separate rations is SXXXX, etc.*). Use round figures. Don't try to figure BAQ, etc.
- (6) Children. (*If data is available from local schools, give information on the number of children.*)
- (7) Local national employees. (*If overseas, number of local national employees and the amount of the local national payroll.*)
- (8) Number of family members. (*Also try to determine what percentage works and an average income. This may have to be broken into categories.*)
- (9) Number of residents of on-post housing.
- (10) Number of TDY and other transient population such as students of Army and DoD schools
- (11) Geographical dispersion of the unit. (*Geographically dispersed units may want to give approximate numbers at each location.*)
- (12) Total annual dollar value of the post's contracts and purchases.

Focus on the purchasing power of the people served by the publication. Emphasize that the publication reaches an exclusive market and that the printer will have privileged distribution access to the audience via the post's mailrooms, billets and housing areas.

Include any other facts about the market (*e.g., where people shop, work, live, and relax, etc.*). You might want to conduct a resource study to define demographics and buying intentions.

STEP-BY-STEP PROCESS

Identify potential printers by contacting knowledgeable individuals in Government, through local chambers of commerce, business directories and your local Contracting Office. Check at the local PX, commissary, library and clubs for newspapers, TV guides, or other publications distributed in your area. Check for names and addresses of printers.

Review the results of recent market research undertaken to meet similar or identical requirements. Obtain source lists of similar services from other contracting activities or agencies, trade associations or other sources.

Remember that today's technology allows newspapers and guides to be produced via telecommunications by printers located a great distance from the post. Don't discount querying a potential printer just because he may be located in the next town.

Contact printing representatives by phone or in person. Initial contact should indicate that you are interested in meeting to discuss the possibility of the printer producing your newspaper. You can also participate in interactive, on-line communication among industry, acquisition personnel, and customers. Face-to-face contact is preferred.

If you are successful in your attempt to schedule a meeting, go on to the next step.

If your attempts are unsuccessful, forward documentation through your MACOM PAO to OCPA. (Information should contain dates, times, and a brief description of each attempt to contact printers. Remember appropriated funds may be used for printing an Army paper only after it has been documented that a CE newspaper is not feasible.)

Your meeting with printing representatives should begin by informing the representative once again that you are only seeking information. You are not authorized to imply or lead the representative to believe that you are obtaining an agreement during the meeting. Tell the representative that specifications and official contacts, should they come, will be done by the Contracting Office.

During the presentation, show the printer your newspaper. If possible, obtain CE newspapers from other installations and units. Show the printer how advertising appears in other Army newspapers. Explain the difference between the newspapers.

Present demographics of your organization. Show the printer profit potential. Be careful in how you present information. For example, your current press run may be only 2,000 but your total population may be 8,000. Don't lead the printer into believing that your circulation figure represents readership. Talk about potential with CE (*e.g., more copies of the paper, exclusive distribution, etc.*). Let him know that local official

distribution channels are used to distribute a CE newspaper. If possible, obtain case study information from other printers serving military installations.

Tell printers who show an interest that their name, along with other prospective bidders, will be provided to the Contracting Office.



Contracting's Alphabet Soup

DEFINITIONS and APPLICATIONS

In sports they say you cannot tell the players without a program. Well, in the game of securing a contract for your newspaper or base guide, you must understand the language if you are going to play effectively. The following are a few widely used acronyms and their definitions.

Civilian Enterprise (CE). CE newspapers or guidebooks are unofficial publications printed and distributed by civilian printers under contract with Army components or their subordinate commands. News, editorial content, or any information other than advertising is approved and provided by the Public Affairs Office. All costs involved with the production and distribution of a CE newspaper or guidebook are borne by the civilian printer. Under the terms of the contract, the printer is allowed to sell advertising for the CE publication. Upon delivery, the publication becomes the property of the command or installation.

Contracting Officer Representative (COR). The COR, also known as the authorized government representative (AGR), is assigned as contracting's liaison between the PAO and the contractor. This individual, designated in writing by the CO, represents the contracting officer when it comes to exercising contract-related administrative details. The COR has no authority to enter into, administer or amend contracts. However, they help define the audience and the command-related control over content supplied by the post to the publication.



Federal Acquisition Regulations (FAR). All government contracts are written based on guidelines for appropriate contractual terms and conditions known as Federal Acquisition Regulations. CE contracts are subject to FAR, even though they are at no cost to the Government, because the clauses within the CE contract protect the interests of the Government. CE contract clauses are taken from FAR, and identify the Public Affairs Office as an "element of the United States Government" and explain the regulations and exceptions under which the CE contract may operate.

Request for Proposal (RFP). An RFP is a formal solicitation document inviting all known commercial publishers who could potentially become the CE contractor to submit their bids on a contract. The local contracting office will establish a URL to provide an electronic announcement that "Fort Swampy" is accepting bids for a contract to publish a CE newspaper or CE guide. The RFP contains all necessary FAR clauses for the execution and administration of the CE contract, and includes: a description of who is requesting the service, what it is they are requesting, the audience it will serve, the size of the contract, points of contact and submission deadlines, ideas from the prospective contractor on the requested service, and the parameters for how the bid will be submitted, evaluated and selected.

Source Selection Advisory Committee (SSAC). This committee is usually appointed by the commander (*with PAO input*) to evaluate proposals and recommend a source for the contract. The SSAC shall consist of at least five voting members: a chairperson, who shall be a senior member of the command; senior reps from public affairs and printing; and at least two other specialists with skills relevant to the selection process. Each SSAC shall have non-voting legal and contracting advisors to assist in the selection process. The committee's selection will be based on the prospective contractor's proposal, experience and/or qualifications and past performance.

Source Selection Plan (SSP). The SSP is a basic guide for how the Source Selection Advisory Committee will conduct its selection process. The PAO and other members of the committee are primarily responsible for developing the SSP in concert with the contracting officer. The contracting officer approves the source selection strategy or acquisition plan before the solicitation is released, serves as the focal point for

inquiries from actual or prospective offerors, controls exchanges with the offerors and awards the contract.

Statement of Work (SOW). The statement of work describes exactly what the contractor is expected to do to fulfill the contract. In the case of a CE newspaper, it should be written to have the contractor perform as many of the printing and distribution functions as practical to generate maximum savings to the Army. However, care must be taken when writing the SOW to balance your needs with a realistic expectation of potential advertising revenue. No contractor will bid for a contract in which the SOW surpasses the advertising base to fund it. (*See Chapter III: "What Do I Want/Need My Contractor to Do?" for specific information related to content of the SOW*).



What Do I Want/Need My Contractor to Do?

III.

The CE approach to printing Army newspapers and guides is one of the oldest forms of “outsourcing.” It enables the commander to publish and distribute contemporary command information publications that compare favorably with commercial print media competing for the attention of the same military audience the commander seeks to reach. This is because the resources required to publish a contemporary newspaper or guidebook are readily available in the commercial printing community within reach of most every installation or organization. The commander taps into that resource with the CE contract.

What the commander needs the contractor to do is to provide personnel, equipment and delivery capability to complement an often-austere Army newspaper staff working out of the PAO. Up-front points to understand in deciding what to include in your proposed statement of work:

- If you ask for too much in the way of bells and whistles for your operation, you risk scaring off bidders who might otherwise provide competitive proposals.
- If you ask for too little or if you ask for the wrong thing, you risk ending up with a contract that brings more work onto YOU, defeating the purpose of the CE contract.

Think in terms of your prospective bidders. How much will it cost to provide manpower, computer hardware and software, telecommunications support, and delivery services? On the one hand, printing contractors are business professionals who know that the essence of the contract is that they charge their advertisers rates that will cover printing and distribution costs, and bring a reasonable profit. On the other hand, if what the PAO asks for results in a rate card that makes advertising sales virtually impossible, the only logical business response is, “Thanks, but no thanks ...”

So, sit down with your staff and your commander and talk about what you need. Draft up a list of specific “performance work” requirements that define the printing and delivery operation, all with an eye to reaching beyond the gate to acquire the sourcing – to “outsource” – your publication’s printing and delivery. Among considerations:

- Description of the scope of the proposed contract, i.e., name and nature of publication (*weekly newspaper, annual guide or installation map*).
- Description of editorial content to be carried – news, features, inserts – along with provisions addressing the possible inclusion of contractor-furnished advertising supplements based on prior command approval.
- Rules for advertising: commander’s authority to specify ad layouts based on effectiveness of communication, and advertising-to-editorial ratios (*annual average is 60/40 – inserts and supplements don’t count against this ratio*).
- A provision stipulating that the contractor will **NOT** enter into any exclusive advertising agreement with any firm, broker or individual for the purpose of selling ads associated with the contract.
- Contracting Office will require the word “shall” to be used (instead of will) in conjunction with any services the contractor shall provide. “Shall” is considered a stronger verb in contracting language.
- Use of recycled paper for internal products will be a consideration in awarding the contract.

Personnel. The commander putting out a newspaper or guide – especially in garrison, where most such publications reside – is very likely staffed with an absolute minimum number of military and federal employee journalists. How can a CE printer help? Would the addition of a full-time reporter or two help? How about a photographer? What about a compositor, someone to come to the PAO each week to work with the editor in putting pages together? Remember, PAOs **CANNOT** ask for an editor, as the role of the editor is an inherently governmental function.

Case and FAR guidance dictates that PAOs cannot ask the offeror to list the minimum personnel requirements of its staff. However, you can ask the contractor to demonstrate, in their proposal, their personnel qualifications. This could be addressed in the Source Selection guidance to evaluators. If upon reviewing a proposal you feel an individual does not have the requisite qualifications this could be brought up in negotiations.

Also to be considered are the work hours and work location of the contractor personnel. How many hours a week will the contract writer need to work for the paper? In some cases, PAOs ask for writing staff to work a full 40-hour week, while a photographer might only be asked to work 32 hours a week. Compositors, meeting each issue with the editor to make up pages, may only be required 12-16 hours a week.

Equipment. Just as today's PAO is only minimally staffed with personnel to put out newspapers and guides, so is it barely resourced at all with state-of-the-art hardware and software necessary to print them. Indeed, the original basis of the CE concept was to provide commanders access to typesetting, photo processing and page makeup services not available to them on a TO&E or a TDA. Among considerations:

- Word processing and text-editing capability
- Desktop publishing capability, to include photo processing
- Digital camera and scanning capability
- Compatibility with existing PAO equipment
- Telecommunications capability, to include transfer of files between the PAO and the contractor

A key point to remember is to avoid asking for anything that will mean additional work to be performed by government personnel. Asking for a lot of desktop publishing capability, for example, means a lot of keyboard work for someone. The old adage, "Be careful what you ask for, you just might get it!" applies here. Measure the amount of additional work a piece of hardware or software brings with it against the amount of time someone on the government staff is going to have to spend with it. If it is equipment that is absolutely essential to the operation (*desktop publishing*), then develop a personnel requirement (*compositor*) to go along with it. If you do request equipment/systems from the contractor, you must also write a provision in the contract for the printer to provide related training for your people.

Your field trips to area printers during the CE feasibility study will give you valuable insight to the technology and equipment that are the standard for today's printing industry. Based on that and your knowledge of what you want your product to be, develop a point-by-point list of your equipment requirements.

While your Contracting Office will advise you that the RFP cannot contain specific brand or product names (*PageMaker, QuarkExpress, PhotoShop, etc.*) you can provide specific descriptions of capabilities and what you expect them to provide. At the RFP stage, it doesn't matter that you prefer a PC or Mac-based platform, for example. What matters is that the RFP describes the work in terms of what is to be accomplished. A big help in this regard is to review the brochures various companies use to promote their products, and adapt their language to your own generic statement of work.

Delivery. The newspaper or post guide isn't worth the paper it's printed on if you can't get it to your audience! But, like most everything else involved with getting the product printed, delivering it can be a costly proposition. That's why distribution is always a major element of the CE contract. It makes covering the cost and burden of

delivering the product to your customers a contractor responsibility. The delivery section of the RFP tells bidders where you want the product delivered, including:

- Mail rooms and distribution centers
- Offices
- On-post quarters and billeting facilities
- MWR facilities
- PX, commissary, shoppettes and clubs

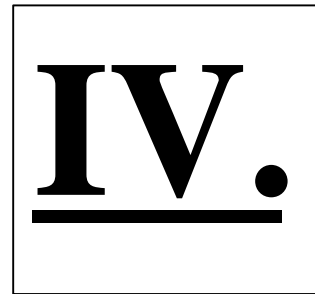
While guidebooks are usually delivered in bulk to only a few places from which controlled distribution is made by the PAO, most of a newspaper's distribution is in newsstands placed throughout the installation. The requirement for stands should be clearly defined in the RFP. It is helpful to include a distribution list to indicate locations by building numbers or street and the number of copies to be placed in each stand by the printer's driver.

As for copies to be delivered to housing areas, the best arrangement is to provide the contractor a central drop point for bundles that are then picked up by a carrier manager.

Most PAOs include a mailing list requirement in the contract. That's a good idea, especially for those newspapers that keep large lists of "friends of the post" who like to get the paper to keep up with what's going on. Some printers prefer to charge a subscription fee to handle the mailing. That's OK, but ensure that the contract specifies that such a fee be set at only the amount necessary to cover the cost of mailing. The CE concept allows printers to profit from their ad sales, not subscriptions. Most printers will use bulk postage to mail the paper. For this reason, it's best that the PAO staff mail the paper to mandatory addresses such as the MACOM and HQDA.

The Writing of Section C. Most contracting officers will expect the PAO staff to write the "Section C" (Description/Specifications and Work Statement) portion of the CE contract. Although the COs will advise PAOs on the exact wording of this section, it is still the ultimate responsibility of Public Affairs and its internal information staff to decide what it is they want and spell it out in the contract.

The process of putting it together is not unlike writing an article for your newspaper – tap into several sources and assemble the facts. In this case, we have attached a sample Section C for a CE newspaper contract (Annex A) and for a CE guidebook (Annex B) to this guide.



There's No Business Without Bid Evaluation & Selection

Once all bids have been submitted, they will be evaluated by a Source Selection Advisory Committee. This committee will select a printer based on a rating scheme called the Source Selection Plan. Regulations call for the commander to appoint the committee. But it will no doubt be up to you – the expert in public affairs – to recommend the makeup of this committee.

Source Selection Advisory Committee. The committee should consist of a minimum of five voting members, including the chairperson. The chairperson should be a senior member of the command such as the chief of staff or deputy installation commander. Senior representatives from public affairs (*usually two*) should be on the committee, along with a minimum of two other functional specialists with skills relevant to the selection process. An example might be the printing expert from the Directorate of Information Management.

You will no doubt want to touch base with staffers before volunteering their names to serve on the committee. The chairperson can be the chief of staff or deputy installation commander. For a base guide, the chairperson might even be the Director of Personnel and Community Activities, since a good portion of the guidebook will deal directly with areas under the responsibility of the DPCA.

In arriving at its recommendations, the committee must follow the Source Selection Plan. Before the committee first meets, you will need to draft this plan – spelling out the criteria by which your committee will select the printer.

Since cost is not a factor in the evaluation, the contract award will be based on technical proposals, the offeror's experience and/or qualifications, and past performance. Most plans award points in four different areas: technical capability, services and items offered, past performance record and the printer's management approach. As part of this evaluation process a management plan from the offeror should spell out how the contractor will supervise the production of a CE publication:

- How will complaints be handled?
- Who routes delivery?
- How will ads be solicited?
- Who schedules employees?

Many committees assign the highest weight to the first two areas. But, it's important not to underestimate the value of a firm's past performance and financial stability. At least two newspaper contractors and three base guide printers went out of business during the 1990s. Unless you want to be left high and dry without a printer, insist that a goodly percentage of points depend upon past performance.

Likewise, if the services and other items offered by a printer seem too good to be true – they just might be. Be especially wary of this when evaluating printers without a track record of working military CE contracts. A few printers have offered the sun and the moon in order to win a contract. Then they realized they could not pay for what they bid.

The work of the Selection Committee must be coordinated with the contracting officer to ensure that the process is objective and fair. All communications between the offerors and the Government shall be through the contracting officer. No member of the PAO, SSAC, or the selecting official should communicate directly with any offeror regarding the source selection.

In cases where a losing competitor requests a debriefing from the contracting officer, members of the Selection Committee may be called upon to participate so as to give the losing competitor the most thorough explanation practical as to why his proposal was not successful. However, no information regarding a competitor's proposal should be discussed during debriefings, discussions, or negotiations.

A Source Selection Plan (*see sample SSP at attachment 1 to this chapter*) must be developed early in the planning process to serve as a guide for the personnel involved and ensure a fair and objective process and a successful outcome. The contracting officer is primarily responsible for development of the SSP, in coordination with the PAO and other members of the Selection Committee. The Selection Plan should be completed and approved prior to issuance of the solicitation.

Evaluation Criteria and Proposal Requirements. The solicitation must specify, in relative order of importance, the factors the Government will consider in selecting the most advantageous proposal. In addition, the solicitation must specify the types of information the proposal must contain to be properly evaluated. These two

aspects of the solicitation must closely parallel one another. The contracting officer is primarily responsible for development of these two solicitation provisions, in coordination with the PAO and members of the Selection Committee.

Evaluation Criteria for Award. Drawing upon the Selection Plan, this feature of the solicitation must advise offerors what factors the government will consider in evaluating proposals and the relative importance of each factor. The attached sample Selection Plan (*attachment 1 to this enclosure*) provides an example of criteria that might be used. Note that under the “Services and/or Items Offered” factor, paragraph E.2.b., below, of attachment 1, it is necessary to list and indicate the relative importance of services and/or items above the minimum requirements of the SOW that the command would consider desirable and that, if offered, will enhance the offeror’s evaluation standing.

The offer of services and/or items not listed in the evaluation criteria shall not be considered in the evaluation of proposals, but may be accepted in the contract award if deemed valuable to the government, provided the service and/or item involved is directly related to producing the publication and not in violation of any other statute or regulation. Examples of items that cannot be considered or accepted are: press kits, laminated maps, economic development reports, or other separate publications not an integral part of the CE newspaper, guide, or installation map.

Proposal Requirements. This provision of the solicitation must describe the specific and general types of information necessary to be submitted as part of the proposal to be evaluated. Offerors shall be notified that unnecessarily elaborate proposals are not desired.

Once the solicitation period closes and all proposals have been screened by the contracting office, then it’s time for the Source Selection Advisory Committee to meet. Members of the committee should meet in a private room not open to public scrutiny. The committee members need to immerse themselves in all relevant aspects of the contract proposals, to include independently derived data regarding offerors’ performance records, the results of on-site surveys of the offerors’ facilities, where feasible, and in appropriate cases, personal presentations by offerors.

SELECTION PLAN

The objectives of this plan are:

- a. Ensure an impartial, equitable, and thorough evaluation of all offerors’ proposals in accordance with the evaluation criteria presented in the request for proposals (RFP).
- b. Ensure that the contracting officer is provided technical evaluation findings of the Selection Committee in such a manner that selection of the offer most advantageous to the Government is ensured.
- c. Document clearly and thoroughly all aspects of the evaluation and decision process to provide effective debriefings to unsuccessful offerors,

to respond to legal challenges to the selection, and to ensure adherence to evaluation criteria.

- d. To identify shortcomings in offers that, if corrected, would qualify an offeror for contract award.

This plan will be used to select a CE contractor for publication of the (*newspaper, CE guide or installation map*) and will:

- a. Give each Selection Committee member a clear description of his or her responsibilities as well as a complete overview of the evaluation process.
- b. Establish a well-balanced evaluation structure, equitable and uniform scoring procedures, and a thorough and accurate appraisal of all considerations pertinent to the negotiated contracting process.
- c. Provide the selecting official with meaningful findings that are clearly presented and founded on the collective, independent judgment of technical and managerial experts.
- d. Ensure identification and selection of a contractor whose final proposal offers optimum satisfaction of the Government's technical and managerial requirements as expressed in the RFP.
- e. Serve as part of the official record for the evaluation process.

Selection Committee members shall:

- a. Familiarize themselves with the RFP and Selection Plan.
- b. Provide a fair and impartial review and evaluation of each proposal against the solicitation requirements and evaluation criteria.
- c. Provide written documentation substantiating their evaluations to include strengths, weaknesses, and any deficiencies of each proposal.

ADMINISTRATIVE INSTRUCTIONS

Evaluation Overview. The committee will operate with maximum flexibility. Collective discussion by evaluators at committee meetings of their evaluation findings is permitted in the interchange of viewpoints regarding strengths, weaknesses, and deficiencies noted in the proposals relating to evaluation items. Evaluators will not suggest or disclose numerical scores or other information regarding the relative standing of offerors outside of committee meetings.

Evaluation Procedure. The evaluation of offers is based on good judgment and a thorough knowledge of the guidelines and criteria applicable to each evaluation factor.

- a. Numerical scoring is merely reflective of the composite findings of the Selection Committee. The evaluation scoring system is used as a tool to assist the Chairperson of the Selection Committee in determining the proposal most advantageous to the Government.
- b. The most important documents supporting the contract award will be the findings, conclusions, and reports of the Selection Committee.

Safeguarding Data. The sensitivity of the proceedings and documentation require stringent and special safeguards throughout the evaluation process:

- a. Inadvertent release of information could be a source of considerable misunderstanding and embarrassment to the Government. It is imperative, therefore, for all members of the Selection Committee to avoid any unauthorized disclosures of information pertaining to this evaluation. Evaluation participants will observe the following rules:
 - (1) All offeror and evaluation materials will be secured when not in use (*i.e., during breaks, lunch, and at the end of the day*).
 - (2) All attempted communications by offeror's representatives shall be directed to the contracting officer. No communications between members of the Selection Committee or the selecting official and offerors regarding the contract award or evaluation is permitted except when called upon under the provisions of paragraph J.8.d, of Enclosure 4.
 - (3) Neither Selection Committee members nor the selecting official shall disclose anything pertaining to the source selection process to any offeror except as authorized by the contracting officer.
 - (4) Neither Selection Committee members nor the selecting official shall discuss the substantive issues of the evaluation with any unauthorized individual, even after award of the contract.

TECHNICAL EVALUATION PROCEDURES

Evaluation Process. Proposals will be evaluated based on the following criteria as indicated in Section M of the solicitation: The evaluation worksheet (*attachment 2 to this enclosure*) shall be used to score the technical factors. Using the technical evaluation worksheet, each member of the Selection Committee will independently review each proposal and assign an appropriate number of points to each factor being considered. Point scores for each factor will range from "0" to "5" based on the committee member's evaluation of the proposal. Upon completion of individual evaluations, the group will meet in committee with the chairperson and arrive at a single numeric score for each factor in the proposal.

Criteria. An example of applicable evaluation criteria and their relative order of importance are listed below in paragraphs E.2. a. through d. Criteria and 5120.4 (*Encl. 4, Attach 1*) weights are provided as an example only. The Selection Committee must determine its own weighting factors tailored to meet the needs of the particular CE publication and describe the relative weights assigned in the RFP; e.g., "Evaluation factors are listed in descending order of importance; criteria #1 is twice as important as criteria #2," etc.

- a. Technical and Production Capability. Scores will range from "0" (*unacceptable*), to "5" (*exhibits state-of-the-art, award winning, or clearly superior technical ability to produce the required newspaper, guide, or*

installation map). Factors to be considered for newspaper contracts include: level of automation; compatibility of automation with existing PAO automation (*unless other automation is provided*); printing capability; production equipment; physical plant (*capabilities*); and driving distance to the plant (*if desktop publishing isn't available*). Similar factors may be considered for guides and installation maps.

- b. Services and/or Items Offered. Scores will range from “0” (unacceptable), to “5” (the offer of equipment, such as automation equipment; or services, such as editorial or photographic services as set forth in the contract solicitation that will greatly enhance the newspaper and/or its production). Factors to be considered for newspapers include: offer of automation equipment and the quality and amount of equipment offered; the quality and amount of services offered; the usefulness of the services and/or items to the public affairs office in enhancing the newspaper; the impact of the services and/or items on other parts of the contract. Similar factors may be considered for guides and installation maps. The offer of equipment or services not specifically related to producing the publication will not result in the assignment of a higher score.
- c. Past Performance Record. Scores will range from “0” (*no experience in newspaper, guide, or installation map publishing and/or unsatisfactory, previous performance*), to “5” (long-term, highly successful experience publishing similar newspapers, guides, or installation maps). Factors to be considered include: demonstrated ability to successfully produce a CE or similar publication; demonstrated printing ability (types of printing, history of newspaper, guide, or installation map printing); demonstrated success in contract performance in a timely and responsive manner; demonstrated capability to sell advertising and successfully recoup publication costs.
- d. Management Approach. Scores will range from “0” (approach unacceptable), to “5” (*proposal demonstrates a sound and innovative approach to interfacing with the PAO and managing the CE publication operation*).
- e. Factors to be considered include the offeror’s proposed approach to:
 - (1) Interfacing with the PAO staff.
 - (2) Controlling the quality and timeliness of the finished product.
 - (3) Sale of ads of the type that enhance the publication’s image in the community and with the readership at large.
 - (4) Ensuring that contractor’s personnel are properly supervised and managed.
 - (5) Weighting Factors. Points will be assigned to the final score of each factor in a proposal as determined by multiplying the score assigned (*e.g., “0,” “1,” “2,” “3,” “4,” or “5”*) by the relative weight of the individual criterion as indicated:

f. (EXAMPLE ONLY)

FACTOR	RELATIVE WEIGHT	MAXIMUM POINTS
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CRITERION 1	40%	200
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CRITERION 2	30%	150
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CRITERION 3	20%	100
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CRITERION 4	10%	50
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(EXAMPLE ONLY): CRITERION 1 Score 5	(5 x 40)	Total Points	200
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CRITERION 2 Score 4	(4 x 30)	Total Points	120
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CRITERION 3 Score 3	(3 x 20)	Total Points	60
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CRITERION 4 Score 2	(2 x 10)	Total Points	20
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Report of Findings and Recommendations. After the Selection Committee has completed final evaluation of proposals and all weighting has been completed, the committee will prepare a written report of its findings and recommendations, setting forth the consensus of the committee and its composite scores (Sample at attachment 3 to this enclosure). The chairperson will sign the report to confirm its accuracy and his agreement with the recommendation. All copies of proposals and evaluation worksheets will be returned to the contracting officer.

SAMPLE EVALUATION WORKSHEET

CONTRACTOR _____ EVALUATOR _____
_____.DATE_____ EVALUATION CRITERIA
AND SCORES (RANGE 0 - 5 POINTS FOR EACH)

1. Technical and production capability: _____
2. Services and items offered: _____
3. Past performance record: _____
4. Management approach: _____

NARRATIVE DISCUSSION: Strengths Weaknesses Deficiencies

(Discussions of strengths, weaknesses, and deficiencies should reference the specific evaluation factor involved to ensure that proposals are evaluated only against the criterion set forth in the RFP, to facilitate debriefings, and to provide an effective defense to any challenges regarding the legality of the selection process.)

MEMORANDUM FOR SELECTING OFFICIAL

SUBJECT: Evaluation of Proposals RFP No. _____

1. All proposals received in response to subject RFP have been evaluated by the Source Selection Advisory Committee (Selection Committee). The results and comments are listed below.

- a. Offeror's proposals were rated as follows:

- (1) Offeror Name
- (2) Numerical Score

b. Summary Narrative Comments. (This section of the report shall be a summary of the individual strengths and weaknesses in each proposal, along with any deficiencies that are susceptible to being cured through written or oral discussions with the offeror, as noted by the SSC evaluators. This summary should be supported by detailed narratives contained on the individual evaluator's worksheets.)



V.

Defining the PAO's Relationship with the Contractor

"It's a Thin Line Between Love and Hate." True to the theme of this r&b classic song lies the key to establishing a good relationship with the printer: communication. From the moment the contract is awarded, all parties must keep each other informed, especially when potential problems threaten the fulfillment of the agreement.

CONTRACTING OFFICE

When the PAO and the printer have a dispute over provisions of the contract, the Contracting Office (CO) acts as judge and jury. No one but the CO can adjust, amend or terminate the contract. And, it's the Contracting Office that has the power to begin the process toward a new contract if the need arises.

PUBLIC AFFAIRS OFFICE

The Public Affairs Office is responsible for submitting all editorial content for publication – be it stories, headlines, photographs, cutlines and announcements for a newspaper or the post history, unit mission descriptions, post points of interest and telephone chart information for a guidebook. It's the responsibility of the PAO to ensure that all

editorial content submitted to the printer has been edited, corrected and cleared for release. Also, per the contract, the PAO is responsible for delivering editorial content in accordance with production deadlines.

Protect the Name. The PAO will coordinate with their local JAG and the contracting office to ensure that they trademark the name of the publication, especially if it is a post newspaper. The Legal Office should make sure that both Federal and State registration processes are considered. Stipulate as part of the contract that the name of the publication belongs to the Government. The PAO should always retain ownership of the newspaper name, despite what printer is contracted to produce the publication.

Working With Contract Employees. Depending on how the contract is written, the PAO can send production-ready pages to the printer, the printer can design and layout the publication or both parties can share the work. The PAO can also write into the contract for the printer to provide the services of contract employees to perform as reporters, photographers, website editors or layout/design personnel. (*See Chapter III – What do I want/need my contractor to do?*)

If contract employees are detailed by the printer to work for the publication, the PAO retains the authority to edit their work, be it copy, photographs or page layouts. Standards of performance – to include daily deadlines and work schedules – for contract employees must be stated in the contract. However, day-to-day supervision, assignment of work, etc., should not be done by the PAO. Contract employees cannot be rated, counseled or treated as if they are government employees. Any praise of or problems with the performance of contract employees should be coordinated through the printer's liaison with the PAO, the contract manager.

Misuse of Equipment. For the PAO, the contract is at “no-cost” to the Government. This means that beyond providing the designated military or civilian public affairs personnel (per their manning roster) and office space to work, the Public Affairs Office should not budget any additional funds or people for the publication. Also, equipment provided by the printer for the publication – computers, camera equipment, scanners, copy machines and fax machines – should not be used for public affairs functions that do not fall under the contract.

CONTRACTOR AKA PRINTER

The printer is responsible for final production, printing and distribution of the newspaper or guidebook. It's the responsibility of the printer to meet all provisions of the contract to include deadlines for submitting advertising dummies, final proofs and delivery of product. The contractor is also charged with making any corrections or adjustments to the product, within prescribed deadlines, as directed by the PAO.

Contract Manager. The printer will provide a contract manager or equivalent to be responsible for the performance of the contract. This person must be fluent in English. Their appointment will be designated in writing to the contracting officer within 15 days after the contract is awarded. A contract manager is responsible for resolving all contract matters relating to the daily operation of the contract. The printer must also designate a

production supervisor (*although the contract manager can also do this function*) who oversees printing and distribution of the publication. Both the contract manager and the production supervisor must be accessible, within the time designated by the contract, to resolve any and all problems regarding the production of the contract.

I HAVE A COMPLAINT!

In the course of any relationship, there will be periods of good times and bad. How the PAO and the contractor solve problems can mean the difference between the contract appearing like a solid agreement or a backroom deal gone bad. As mentioned at the beginning of this chapter, communication is the key to any working relationship. If there is a perceived problem, *BOTH* parties must do their best to fix the situation by addressing all contract issues with the Contracting Office.

Don't Make a Mountain Out of a MoleHill. Often what appears to be a problem at one end is just miscommunication on the other. Do your own local detective work before pointing a finger down range. Eliminate factors in your office that may have contributed to the problem. For example, poor photo reproduction may be the printer's fault, or it could be a staff member's poor photographic skills. Late delivery on publication day might have resulted from a missed deadline (*on your part*) during the production schedule.

Document Everything. Keep a log of what happened, when, who was involved, what was said and the outcome. If you have evidence (*dummies, proofs, tear sheets, photographs, receipts, computer printouts, etc.*) that supports your claim of poor performance by the contractor, compile it to reinforce your position.

Give Peace a Chance. Before escalating your complaint to the higher levels in the chain of command, allow the contracting chain to solve the problem (*if time permits*). Contact the composition staff person assigned to your publication and advance up the chain to the production supervisor and the contract manager. It's very rare that you will have to go beyond the printer's contract manager to solve any problems. However, if the situation persists, call in the contracting officer.

Both parties are accountable. In the final analysis, both the PAO and the printer are responsible for living up to their portions of the contract. For a contract to be successful, both parties must employ equal parts of patience, understanding and communication.

The Gloves are Coming Off. If, after notifying the contract manager, a complaint is still unresolved, it's time to bring in the big guns: your public affairs officer and contracting representative. Your PAO can talk to the printer as a last resort before facial expressions become contorted and angry e-mails are exchanged. At the same time, notify your contracting rep about the situation and be prepared to calmly articulate the problem, referring to your evidence. In most cases, once the complaint has reached the printer/COR level, a meeting of all the players will be arranged to sort out the problem on a more official plain. This is why it is so important to eliminate your office/staff as the

cause of the problem before a potentially embarrassing moment is created for you and your PAO.

This is Person(nel). If the complaint involves a contract employee, there are several issues to consider:

- A contract employee is *NOT* a government civilian, so don't initiate adverse actions with that employee as if he/she were a member of your staff.
- Document everything from start to finish.
- Ensure that whatever standard is not being met was clearly spelled out in your agreement with the contractor and signed off on by the contract manager.
- Take the situation to the contract manager along with your documentation of the problem and recommendations for a solution.
- If the contract manager cannot/will not solve the problem, bring in the contracting representative.



VI.

What Happens When the Contractor Defaults?

The telephone rings, and the voice on the other end is not bearing good news: “We regret to inform you that our company has filed for bankruptcy ... hello, hello ... you still there?”

Like death and taxes, it’s a fact of life that businesses come and go. When this happens to the PAO, the immediate challenge becomes HOW the post will publish its next newspaper or guidebook. What you should NOT do is panic. You aren’t the first post to suffer a contractor going belly up, and you won’t be the last.

BEWARE THE WARNING SIGNS

There are obvious signs that a contractor is in dire financial straits. Don't wait for a series of factors to crash down on you before picking up the telephone: Contact and inform the CO of the contractor's failure to perform ANY provision of the contract as soon as possible in order to retain all rights under the contract. The following are indicators that may alert your PAO that all is not well in paradise:

- Services begin to decline: Computer technician support, production supplies and daily/weekly courier pickups all disappear.
- Delivery of your product is late (*beyond 30 days for guidebooks*) without any explanation from the contractor.
- All communication lines are cut: Telephone calls to points of contact go unanswered; computer access – e-mail and modem – are cut; company websites are not updated; and potential advertisers call your office saying that, after repeated attempts, they cannot contact the publisher to place an ad.

CALL 911

When all attempts to contact the contractor have failed, call your local contracting office and your major command's internal information representative. Although the signs may point to your contractor being in default of the contract, do not make any public disclosures of the contractor's status until you have consulted with the contracting officer and the garrison commander.

Do not call businesses that have paid for advertising. Remember, they have an agreement with the contractor **NOT** the Government. After everything has been resolved through the Contracting Office, then, you can communicate with these businesses and let them know the CE contractor went belly up. If the contractor is still maintaining open communication, refer all calls for the status of advertising and/or ad fees to the contractor.

LET the SYSTEM WORK

In the early stages of a situation that possibly involves a contract in default, all internal players – public affairs officer, contracting officer and JAG and your MACOM point of contact – must be kept in the information flow.

Contracting will determine the status of the contractor, and contracting officials will also decide if/when a new contract should be solicited. The temptation will be enormous for the PAO to “cut a deal” with other publishers to get a product out. Don't do it! Any information about a new contract or any “temporary” contract actions to solve the situation must go through your Contracting Office.

Although there may be a great sense of urgency about how your newspaper or guidebook will be published, it doesn't justify circumventing the system to get a product on the street. There are other emergency measures – uploading information online or receiving the authority to print an Army authorized publication – to fill the void. However, the PAO does not have the authority to enter into a CE contract without going through the Contracting Office.

Annex A:

Sample CE newspaper contract

SECTION C

CIVILIAN ENTERPRISE NEWSPAPER CONTRACT

The Commander considers it in the best interest of personnel to permit distribution of a Civilian Enterprise (CE) newspaper on post. The Contractor agrees to print and distribute the newspaper. The Commander and Contractor agree to the following:

C.1.1 SCOPE OF WORK: The Contractor shall provide all personnel, equipment, labor, supplies, tools, materials, supervision and other items necessary to assemble, print and deliver a minimum of ____ copies of a weekly CE tabloid newspaper to distribution points at on post and other designated locations, using editorial material and instructions supplied by the Government. Each edition shall contain a minimum of ____ pages total, unless otherwise agreed to by the Commander's Public Affairs Office (PAO).

C.1.2 PERSONNEL:

C.1.2.1 Contract Manager: The Contractor shall provide a Contract Manager or alternate(s) who shall be responsible for the performance of the work. The name of this person and an alternate (s), who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer within 15 days after contract award.

C.1.2.1.1 The Contract Manager or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to the operation of this contract.

C.1.2.1.2 The Contract Manager or alternate(s) shall be available during normal duty hours (8 a.m. to 5 p.m.) within two (2) hours to meet on the installation with the Government personnel designated by the Contracting Officer to discuss problem areas. After normal duty hours the Contract Manager or designated alternate(s) shall be available by telephone within three (3) hours to address any further problem areas with PAO personnel.

C.1.2.1.3 The Contract Manager and alternates shall fluently read, write, speak and understand English.

C.1.2.1.4 The Contractor's organizational chart that shows the chain of command and coordination lines, down to the first-line supervisor and below, is incorporated and made a part of this contract as Attachment A.

C.1.2.1.5 The Contractor's list of current CE newspapers printed by the Contractor, with points of contact is incorporated and made a part of this contract as Attachment B.

C.1.2.1.6 The Contractor's list of personnel who will perform the work detailed in this contract, along with required qualifications of position(s), is incorporated and made a part of this contract as Attachment C.

C.1.2.2 Employees. Within 15 days after award date, the Contractor shall provide personnel who are fully competent to perform the work indicated below. Work of employees indicated in

Para. C.1.2.2.1, C.1.2.2.2 and C.1.2.2.3 are to be performed at assignment locations as designated by the Government.

C.1.2.2.1 Photographer. Contractor shall provide up to 40 hours a week an experienced Photographer to produce black-and-white and color photographs on assignment from the Contract Manager; and to process film and produce black-and-white prints. The photographer shall have experience shooting both black-and-white and color photos on assignment for a community newspaper, using contemporary 135mm cameras, lenses and filters, and possess the skills and experience necessary to operate a black-and-white film and photo-processing lab. The photographer shall also have extensive knowledge of digital photography -- equipment and techniques. The photographer shall work under the supervision of the Contract Manager. All photos (whether used or not) shall become the property of the PAO. The PAO will determine which photos are to be printed in the newspaper. Resume of the Contract Photographer is to be made a part of this contract as Attachment ____.

C.1.2.2.2 Reporter-Writer. Contractor shall provide up to 40 hours a week an experienced Reporter-Writer to produce articles and photographs on assignment from the Contract Manager. The Reporter-Writer shall have experience covering, reporting and writing news, features and sports on assignment for a community newspaper, and be able to use contemporary 135mm cameras to shoot photos to accompany assigned stories. The Reporter-Writer shall work under the supervision of the Contract Manager. All articles and photos (whether used or not) shall become the property of the PAO. The PAO will determine which articles and photos are to be printed in the newspaper. Resume of the Contract Reporter-Writer is to be made a part of this contract as Attachment ____.

C.1.2.2.3 Composition Assistant. The Contractor shall provide a page layout-and-design Composition Assistant a minimum of 12 hours each week, in accordance with the needs of the editorial staff. The Composition Assistant shall experience working with desktop publishing systems, with emphasis on the program (such as PageMaker or Quark Express) to be provided on the Contractor's equipment furnished to PAO. The Composition Assistant will perform work at PAO and be available for a minimum of six hours each Monday and Tuesday of each issue's production cycle.

1.2.2.4. Web Editor. Contractor shall provide a graphic artist knowledgeable in the Hypertext Markup Language (HTML) and other techniques used on the World Wide Web. The Web Editor shall code material in fulfillment of services contemplated in paragraph 4.1.14.

C.1.2.2.5 Production Staff. The Contractor shall maintain a production department and staff on site at Contractor's premises. As may be deemed necessary by PAO, the Contractor's production staff shall assist in typesetting on-site at the Contractor's location. For all production functions the Contractor has back-up capabilities in case of equipment or power failure and arrangements shall be made to handle copy if the Contractor's equipment at PAO is down. The Contractor shall use the OPI (Open Press Interface) in remote page makeup to allow the remote user to edit screen-resolution versions of graphics for size, cropping, rotation, and page placement. These images shall be sent to its "Parent" system for high-resolution imaging. Within 15 days after award date, the Contractor shall provide personnel fully competent in the following areas of duty assignment under the contract.

C.1.2.2.5.1 Advance Design and Planning: Able to understand and implement modern newspaper design techniques and plan production requirements of future issues of the newspaper.

C.1.2.2.5.2 Provide technical assistance in the design and layout of the newspaper to facilitate communication of information objectives as provided by the PAO.

C.1.2.2.5.3 Produce final page proofs with coordination and approval of Government representatives. The Commander or designated representative sets communication objectives. The PAO has the responsibility to determine final layout and design to communicate to the audience for which the publication is intended.

C.1.2.2.5.4 Typesetter, to include all typesetting support: Copy will be set at specifications designated by the Editor.

C.1.2.2.5.5 Provide final color keys for approval, when appropriate. Color keys will be approved by the Contractor, the representative, and the Editor, or AGR.

C.1.2.3 Training. The Contractor shall provide an experienced, professionally trained staff, fully versed in all phases of the operation of the system, and able provide training and support to PAO. Contractor's in-house staff shall provide basic training necessary in the operation of the pagination system. The in-house staff gives the Contractor the ability to provide an efficient, customized program of instruction for editorial office requirements, and allows the Contractor to respond immediately to individual problems and user questions. Contractor shall provide a comprehensive training schedule, mutually agreed upon by the PAO and the Contractor.

C.1.2.3.1 The Contractor shall provide complete training upon installation of its editorial system (computers/software/cameras, etc.) and shall provide ongoing training as needed for new, incoming personnel to the PAO. The Contractor shall provide a comprehensive schedule, mutually agreed upon by the PAO and Contractor, for installation and training on the computer equipment to the PAO. The Contractor's training is planned in several stages to coincide with the phases of equipment installation. During initial equipment installation, the Contractor shall provide a minimum of two eight-hour sessions. Ongoing follow-up training shall be conducted both at the Contractor's premises and on-site at the PAO. Sessions at the Contractor's shall consist of two eight-hour introductory sessions. Training on-site at PAO shall be an additional two weeks of continual training. At the end of this time, a staff assessment will be done and training will continue as needed. Each quarter, the Contractor shall provide an eight-hour training session to refresh editorial personnel and to cover system enhancements. Training for new personnel can be done at this time or as needed when personnel are assigned to PAO. Continual telephone and on-site support shall be during PAO's regular working hours (8 a.m.-5 p.m.) each day. The Contractor shall institute regular training seminars for editorial personnel in the areas of page layout and design; photography skills; along with complete tours of its facilities to familiarize the staffs in the complete operation of newspaper production. Contractor's complete description of equipment is outlined in C.4.2.

C.1.2.4 Qualified Supervisor. The Contractor shall provide a qualified supervisor who is responsible to oversee all contractor employees in all phases of the design and printing of the newspaper. The Contract Manager may perform these supervisory duties.

C.1.2.5 Conduct of Contractor Staff. Neither the Contractor nor Contractor representative shall solicit advertising in the name of the local military community or the United States Army. The Contractor and his representatives shall conduct all business operations on an ethical and business-like basis, dealing honestly and fairly with all advertisers or others coming in contact with the newspaper. The Contracting Officer will provide the Contractor and his representatives a letter of authorization, which can be shown to potential advertisers in order to establish the proper relationship between the Government and the Contractor's firm.

C.1.2.6 Past Performance. The contractor shall provide a minimum of three customer references, who can provide the Contracting Officer information regarding the Contractor's experience and enterprise in publishing a civilian enterprise newspaper. The Contractor shall provide with the solicitation package for the Contracting Officer's review two (2) copies each of a minimum of three (3) civilian enterprise newspapers published by the Contractor.

C.1.3 QUALITY CONTROL.

C.1.3.1 Editorial Material. The editorial staff of the PAO is responsible for proofreading all editorial material of the newspaper and for checking security and accuracy of content. The Contractor shall be responsible for the production of each page and printing of the newspaper.

C.1.3.2 Quality of Advertising. The Contractor shall accept for publication only advertisements that conform along with principles of good taste. The Contractor shall not accept or print advertising that is objectionable or obscene in nature, advertising which reflects adversely upon the Government of the United States or any of its components, or advertising which is detrimental to its internal audience. The Contractor shall facsimile any advertisement deemed to be questionable in nature to the PAO at least 24 hours prior to publication for approval or disapproval by PAO.

C.1.3.3 "Off Limits Advertisement". Under no condition shall the Contractor allow a business establishment listed as "off limits" by the military community to advertise in the newspaper. A list of "off limits" establishments will be provided to the contractor by the Government at least annually, with interim updates provided as establishments may be designated "off limits."

C.1.3.4 Government Clearance. The Contractor shall have all content, including advertisements, reviewed by the Government prior to publication. Pages shall be sent electronically to the PAO with completed advertisements in place for review and approval. Failure to do so shall constitute a violation of the contract.

C.1.3.5 Advertisement Accuracy. The Contractor shall be responsible for the accuracy of any advertisement appearing in the newspaper. Advertisers shall be notified that their advertisements shall not conflict with maintaining the morale, welfare and discipline of the Command.

C.1.4 QUALITY ASSURANCE.

C.1.4.1 The printing and distribution of newspapers will be monitored by the Authorized Government Representative (AGR). Only those photographs, news stories, editorials, headlines, captions, and any other editorial material approved by the PAO will be used in any edition.

C.1.4.2 Notwithstanding the requirement for Government inspection, the Contractor shall perform or have performed the inspections/tests required to substantiate that the services provided under this Contract conform to the specifications and contract requirements listed herein.

C.1.4.3 The inspection and acceptance point for effort to be provided under this contract will be the PAO.

C.1.5 Information Control. The Government may make specific items of command information printed in the newspaper available to anyone who requests it, following distribution of the newspaper. Such requests shall be referred to the PAO. Under no circumstances shall the Contractor make such material available to third parties.

C.1.6 Disclaimer. The newspaper shall not state or imply that it is an official publication of the Department of the Army (DA). The Contractor shall print the following disclaimer within the first five pages of each copy of every edition, in type no smaller than 8-point bold:

"This CE newspaper is an authorized publication for all the members of the US Army. Contents of this paper are not necessarily the official views of, or endorsed by, the US Government, the Department of Defense, or the Department of the Army. The appearance of advertising in this publication, including inserts and supplements, does not constitute endorsement of products or services advertised by the Department of the Army or (Contractor) of the firm."

C.1.7 Use of Seals, Insignia or Emblems. Any statement that implies that the newspaper is an official publication of the Department of the Army is prohibited. Official Department of the Army seals, insignia, or emblems shall not be used in the flag or masthead.

C.1.8 Government Funds. Neither US Government Appropriated Funds, nor Non-appropriated Funds, nor stationery, nor other materials shall be used to print or distribute the newspaper. The revenue the Contractor receives from the sale of advertisements in the newspaper shall constitute full payment to the Contractor.

C.1.9 Cost, Profit and Debt: Printing and distribution shall be financed entirely by the Contractor. The Government will not be responsible for debts that may be incurred in the printing and distribution of the newspaper. The Contractor shall not charge for the paper; it shall be distributed for free.

C.1.10 Use of Mails. The Contractor shall not use DOD postage and fees-paid indicia labels for distribution of copies of the newspaper.

C.1.11 First-Use Rights and Distribution Rights. First use of command information material produced by the PAO and exclusive distribution rights on the installation are granted to the Contractor, as contractual consideration for producing the newspaper.

C.1.12 Trademarked Name: Said name, property, and registered trademark of the Government will not be subject to registration as a trademark for the Contractor's exclusive use. The Contractor has no authority to authorize other firms or persons to use said name.

C.2 STANDARD DEFINITIONS.

C.2.1 Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

C.2.2 Contractor: The term as used herein refers both to the individual prime contractor and any subcontractor.

C.2.3 Authorized Government Representative (AGR). An individual designated in writing by the Contracting Officer to perform specific contract administration functions. The AGR does not have the authority to enter into or change the contract. The AGR has the right to exercise contract-related administrative details concerning those administrative aspects. In this context, the AGR will establish audience and command-related control over the content of the publication.

C.2.4 Commander: The term as used herein refers to the Commander, or the Commander's designated representative.

C.2.1.3 Civilian Enterprise Newspapers. Newspapers printed and distributed by civilian printers under contract with Army components or their subordinate commands. The news and editorial content is approved and provided by the PAO. These newspapers contain advertising sold by the civilian printer and may include supplements or inserts. They become the property of the command, installation or intended recipient upon delivery in accordance with the terms of the contract.

C.2.1.4. THE NEWSPAPER: A command information newspaper printed to provide timely, accurate communication between the Commander and internal audiences, to include soldiers, civilian employees, family members, retirees, and other members of the military community.

C.2.2 ACRONYMS

C.2.2.1 AGR. Authorized Government Representative

C.2.2.2 DOD. Department of Defense

C.2.2.3 PAO. Public Affairs Office

C.3 GOVERNMENT FURNISHED ITEMS AND SERVICES.

C.3.1 Facilities. The Government will furnish and/or make space for the newspaper office within the PAO.

C.3.2 Equipment. The Government will provide only normal office furnishings (1) workstation; one (1) telephone with local and long-distance lines; one (1) desk with chair; and, access to normal office equipment such as copier and fax machine.

C.3.3 The Government will approve and forward to Contractor (on a weekly basis) all editorial copy and photographs which will be printed in the newspaper.

C.4 CONTRACTOR FURNISHED ITEMS AND SERVICES

C.4.1 General. The Contractor shall furnish all necessary supplies, repair parts, materials, tools and support equipment required to perform all services.

C.4.1.1 The Contractor shall provide a library of type consisting of 200 different typefaces of both serif and sans serif styles, ranging in size from six to 96 points. The Contractor's listing of available type fonts and sizes, including samples of each font, is incorporated and made a part of this contract as Attachment G.

C.4.1.2 The Contractor shall provide film, develop the film and print the photos taken by the PAO staff with the understanding the PAO staff will make efficient use of provided materials and time of photographers. The Contractor-provided materials do not include prints to be made for uses other than the newspaper.

C.4.1.3 The Contractor shall provide toll-free all communication links to include phone, facsimile and modem between the PAO and the Contractor. The links shall be provided to the PAO no later than one (1) week following signing of this contract. Telephone lines to the modem to transmit data electronically shall also be provided.

C.4.1.4 If the ability to transmit electronically does not exist or if computers and modems break down, the Contractor shall provide a courier (minimum three times per week) to pick up all layout dummies, film, photographs and copy from the PAO.

C.4.1.5 The Contractor agrees to cover the cost of color separations for all front-page photographs and double-trucks.

C.4.2.6 Editorial Computer System. The Contractor shall provide, bail and deliver to the Government an up-to-date, seven-unit networked editorial computer system. The system should contain hardware that will accept word-processing and graphics software designed for newspaper production. All workstations will be electronically connected to allow for sharing of copy files with fileserver communication, as well as connecting to peripherals like modems and printers. Editorial features shall include composition, split-screen editing, search and replace, spell check, font, point size and leading assignments, definition of copy blocks for transposition and deletion, italic and bold capabilities, headline composition and headfit, alphabetical, reverse alphabetical and chronological directories, hyphenation and justification control, margin control, spacing control, automatic file backup, modem send and receive capability in at least X-modem and Kermit protocols, and a daily whole-system backup capability. The system provided will be capable of accessing, uploading and downloading text, graphic and program files to and from PA

Link, the Army's public affairs communication system. The system shall include a minimum of ____ personal workstations, each with keyboard and 17" multiscan monitors; one central fileserver with a minimum of 100 megabytes of editorial storage; connecting hardware; a letter quality (laser) printer; a tape-based backup system; and a 9600-baud modem with touch-tone telephone and dedicated data line and service. The Contractor shall provide quality and timely service upon and after installation of the system. Hardware and software installation shall be provided on the first day of the contract, and working-level training shall be completed within three (3) days of installation date. The system should include appropriate networking software and hardware to connect them to the editorial LAN, and to the Printer Wide Area Network (WAN). Additionally, the system should include a communication server to provide dial-up access to Microsoft Exchange E-mail system and the Internet from each Contractor-provided terminal.

C.4.1.7 Desktop Publishing System: The Contractor will provide the PAO with a computer desktop publishing system with a minimum of ____ page-production work stations for page design and layout on the PAO premises, and electronic transfer of pages to a compatible system on the Contractor's premises. Hardware will include keyboard, 19-inch monitor, fax modem and mouse. The system will have enough storage memory and random access memory to store a library of graphics and scanned photographs, store up to 100 pages of text and photographs, and scan photographs and display page elements quickly. The system will network with editorial fileserver and access the letter-quality (laser) printer. The system will be compatible with the Government's system and will be able to import text from the editorial system and perform any necessary conversions to make the text usable.

C.4.1.8 The Contractor shall provide a plain-paper facsimile machine. The facsimile machine shall be equipped with the following features: automatic speed dial, automatic multiple page feed, automatic redial, transmission and receipt of pages in under 10 seconds. Contractor shall maintain the equipment and shall provide supplies incidental to its operation within one week of request.

C.4.1.9 The Contractor shall provide a flatbed, 2400 dpi scanner (600x1200 dpi) with compatible software. The software/scanner package shall include top-of-the-line speed, accuracy interactive preview, spell check, multi-page document handling and training. The system must be capable of recognizing a wide variety of fonts with a high degree of accuracy and provide the highest quality of halftone reproduction. The Contractor shall use OPI (Open Press Interface) in remote-page makeup to allow the remote user to edit screen-resolution versions of the graphics for size, cropping, rotation and page placement. These images will be sent to the Contractor's "parent" system for high-resolution imaging. The production process begins with scanning continuous-tone photos at the Contractor, using their high-resolution equipment to digitize and automatically tonalize the photo, applying the appropriate corrections for both the tonal range of the original photo and the physical characteristics of the Contractor's lithographic media and printing presses.

C.4.1.10 The Contractor shall provide delivery, installation and training for all automation equipment provided PAO under the provisions of this contract. Further, the Contractor shall be responsible for repair and maintenance within one week of request and provide substitute equipment within one business day while such repair and maintenance is performed. The Government will assume no responsibility for the Contractor-provided equipment.

C.4.1.11 The Contractor shall provide an annual clipart subscription available in both hard copy and on CD ROM. The subscription must be of high-quality graphics and must be approved by the PAO.

C4.1.12. The Contractor shall provide ____ digital imaging cameras with flash including 28mm, 50mm and 70-210mm lenses or equivalent acceptable to the PAO. Hardware and software necessary to the interface between the cameras and the Contractor-provided ADP equipment shall be provided by the Contractor.

C.4.1.13 Laptop Computer with Modem: The Contractor shall provide the PAO with an MS/DOS compatible laptop computer with built-in 9600-baud modem capable of communicating with the office-based editorial system. Hardware will include the computer with self-contained keyboard and monitor and modem, telephone hookup, two battery packs, battery charger, and protective carrying case. Software will be compatible with that on the editorial system so that remotely generated copy can be sent to the editorial system over the telephone lines.

C.4.1.14. Web pages. Contractor shall code all approved articles in the HyperText Markup Language (HTML) and upload them weekly to a site on the World Wide Web. All photographs from each issue shall be adjusted to 72 dpi digital images and uploaded to the Web page alongside the article they support. (Uploading scanned pages to the Web as PDF files would NOT satisfy this requirement.) As part of maintaining a Web site, the Contractor shall construct a search engine usable by visitors to the site capable of locating all archived articles or photos from past issues of the newspaper.

C.4.1.15 The Contractor shall provide the PAO one bound copy of each year's editions no later than March 1 of the following year. Upon advance notification of the PAO, the Contractor shall keep additional copies of any issue the PAO feels there will be a greater demand for.

C.4.1.16 Contractor shall also provide a microfilm copy of each issue no later than six months after publication.

C.4.1.17 The Contractor shall maintain, throughout the term of the contract, a morgue file of at least 25 copies of each issue of the newspaper. These will be used by the PAO as emergency reserve copies for such things as contests, special requests, etc.

C.5 SPECIFIC TASKS

C.5.1 General. The Contractor shall print and deliver weekly a minimum of ____ copies of the newspaper on the scheduled production day. The PAO will select two (2) weeks during the year when the newspaper will not be published.

C.5.1.1 The number of newspapers to be delivered each week is subject to change by the Government when necessitated by significant increases or decreases of personnel at the post. Such increases or decreases will not exceed ten percent (10%), unless previously agreed to by both parties of this contract. A list of current specific locations for delivery is at Attachment ____.

C.5.1.2 The newspaper shall not be distributed either as a supplement or insert to any privately produced civilian newspaper or publication. Privately produced newspapers or publications shall not be distributed as inserts to the paper.

C.5.1.3 The name of the publication resulting from this contract shall be given. Said name, property of the Government, shall not be subject to registration as a trademark by the Contractor. The use of said name is loaned to the Contractor for the Contractor's exclusive use for the period of the contract. The Contractor has no authority to permit or authorize other firms or persons to use said name.

C.5.1.4 Color. The Contractor shall provide four-color process and spot color on the cover of each issue. The Contractor shall prepare all color overlays, masks or keys for each issue for which color is used. PAO will notify Contractor when full-color will not be used. The Contractor will be notified 72 hours in advance when color is to be used on an issue's double-truck (center) pages. Spot color shall also be available for editorial use each week for the double-truck and on pages corresponding to those reserved for color by an advertiser. All available color positions shall be noted on dummies supplied to the PAO no later than noon Friday prior to publication. Color screens shall be available in ten-percent (10%) increments.

C.5.1.4.1 Color Separations. The Contractor shall provide a color key to the PAO for review on all four-color process photos. The color key shall be used for press registration. Press inspections may be conducted by the PAO staff at Contractor's plant at the start of each press run.

C.5.1.4.2 The Contractor's standard samples of spot color shall be incorporated and made part of the contract. These colors may be used in 10% increments from 10% to 100% for both spot color and duotone purposes.

C.5.1.5 Cover. The outside front cover shall be matched to approved color key from art or photos provided by the PAO.

C.5.1.6 Paper Stock. The newspaper shall be printed on 30-lb. post-consumer recycled newsprint on web offset presses.

C.5.1.7 The Contractor shall furnish at least 48 extra, ad-free pages throughout the year for special editorial issues or inserts. However, if the Contractor requests them and the PAO approves of them, the special issues may contain ads. Any ad space approved by the PAO will not be counted in the 48-page total.

C.5.1.8 Legal Public Holidays: When the publication date falls on a holiday, the paper will be published on the preceding workday. Any federal holiday falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

C.5.2 CONTENT.

C.5.2.1 Ad-to-Editorial copy ratio shall not be larger than sixty percent (60%) advertising to forty percent (40%) editorial per single issue. Four issues during the year may have a maximum of seventy percent (70%) advertising to thirty percent (30%) editorial, which will be jointly agreed upon by the Contractor and PAO. Ad-to-Editorial ratio shall not exceed fifty-fifty percent (50%-50%) on an overall annual basis.

C.5.2.1.1 Any advertising insert or supplement shall not count in the total ad-to-copy ratio as advertising. Also, the PAO shall be notified prior to and approve the insertion of all such inserts and supplements. Advertising supplements shall have "Paid Advertising" in 8- or 10-point type on the top or bottom of each page.

C.5.2.1.2 A minimum of ___ newspaper pages shall be kept free of advertising. These shall include pages ___, the double truck, and three other pages before the classified ads section. Four additional pages will contain no more than fifty percent (50%) advertising. The PAO may obtain additional ad-free pages if the size of the paper increases beyond 40 pages.

C.5.2.1.3 No editorial material will appear on or after the first classified-advertising page of an issue.

C.5.2.1.4 The editor will have the option to move ads and ad-free pages, unless ads are necessarily dummied "do not move," for layout purposes. The editor understands this option will be exercised with discretion and will coordinate any move with the Contractor first.

C.5.2.2 The newspaper shall include only material, which reflects the standards of decency characterizing the US Army, as determined by the Government. The Commander reserves the right to prohibit distribution of the newspaper when, as determined by the Commander, it includes advertising that undermines the command's successful mission performance and preservation of morale and discipline or that is otherwise contrary to the best interests of the command.

C.5.2.3 The Public Affairs Office shall ensure that all material appearing in the newspaper will be factual, objective, accurate, balanced, impartial, and as timely as practical. Present and future tense materials will have priority over other materials.

C.5.2.4 Nameplate. The nameplate of each issue shall include the statement: “Published for the Fort (*YOUR POST*) military community.”

C.5.2.5 Masthead. The masthead shall include the name and telephone number of the PAO as the Commander’s liaison with the Contractor, the name of the Printing firm, frequency of publication, method of reproduction, and total amount of circulation. The names of PAO personnel will be carried under a section of the masthead entitled “Editorial Staff.” The Contractor may include a listing of production staff in the masthead.

C.5.2.5.1 Disclaimers: The following disclaimers will be printed in the masthead on Page 2 of each copy of every issue of the paper in type no smaller than 6-point bold or 8-point: “The appearance of advertising in the publication, including inserts or supplements, does not constitute endorsement by Department of the Army or (Contractor’s firm name) of the products or services advertised. All editorial content is prepared, edited, provided and approved by the Public Affairs Office. The paper is printed by (Contractor’s firm name), a private firm in no way connected with the Department of the Army, under exclusive written contract with the Commander. The civilian printer is responsible for commercial advertising. Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation or any other non-merit factor of the purchaser, user or patron. A confirmed violation of this policy of equal opportunity by an advertiser will result in the refusal to print advertising from that source.”

C.5.2.6 No opinion poll, survey, or straw vote on political campaigns, candidates, or issues shall be conducted for publication in the newspaper. The newspaper shall not contain political campaign news, editorials, cartoons or other items which are partisan in nature and not within the mission of the organization and its command information objectives. The newspaper shall not carry partisan political advertising or advertising which is political in nature. The Commander reserves the right to prohibit the distribution of the newspaper when, as determined by the Commander, the newspaper includes prohibited political advertising. The Contractor may print or insert into the newspaper a short survey on buying habits of the readership to aid in ad sales, with the understanding that the PAO would have approval authority for such a survey.

C.5.2.7 Bingo Games and Lotteries: Bingo Games and Lotteries conducted by a commercial organization whose primary business is conducting lotteries may not be advertised in the newspaper. Non-lottery activities (such as dining at a restaurant or attending a musical performance) of a commercial organization whose primary business is conducting lotteries may be advertised. State lotteries, such as those administered by (*YOUR STATE*), as well as lotteries conducted by a not-for-profit organization or governmental organization, or conducted as a promotional activity by a commercial organization and clearly occasional and ancillary to the primary business of that organization may be included in the paper in accordance with 1307 US Code 18.

C.5.2.8 Unless otherwise authorized by the PAO editorial staff, advertising on all pages will be blocked across the top of the ad block, if horizontal in format, or along a vertical line the length of the page, if vertical format, to facilitate contemporary modular design of editorial material. Ads within ad space shall fill the entire ad space. An alley of one pica between ads will be the standard. All published ads shall be rectangular forms. Purchased ad space must be filled by either enlarging ads or by bordering ads around the perimeter of purchased space. The weight of the perimeter borders will be consistent to within one (1) point of other borders on the page.

C.5.2.8.1 Ads shall not be run sideways nor upside down to attract attention. Ads will be sold only in 2-, 3-, 4-, 5-, and 6-column widths. Ads will not be horizontally combined to form widths other than 2, 3, 4, 5, and 6 columns.

C.5.2.9 The Government will specify layout and design of the editorial content of the newspaper. Column width for 8-, 9-, 10-, 11- and 12-point body type will be no less than 12 picas and not greater than 24 picas. Columns or blocks of less than 12-picas width will appear as white space.

C.5.3 ADVERTISING.

C.5.3.1 General Advertising.

C.5.3.1.1 The newspaper shall not carry an advertisement, which implies discrimination with regard to race, creed, age, color, sex, or national origin of the purchaser, user, or patron. Even if their advertisements do not imply it, the Contractor shall ensure that advertisers in the newspaper do not practice such discrimination. Under no condition will a business establishment listed by Fort (**YOUR POST**) as “Off Limits” be permitted to advertise in the newspaper.

C.5.3.1.2 The Contractor shall ensure that commercial businesses soliciting military personnel through advertising in the publication are ethical in describing goods, services, commodities and sale terms (including guarantees, warranties, etc.).

C.5.3.1.3 Advertisements offering credit terms shall carry a clear statement of the total cash price, as well as the total credit costs, including all charges. If payments are shown, the number amount of each, and the time period shall also be shown. These shall be shown clearly in the advertisements in type no smaller than 6-point.

C.5.3.2 Advertising Restrictions.

C.5.3.2.1 Any advertisement, which appears to be editorial copy, shall be clearly marked at top and bottom in no smaller than 8-point bold or 10-point type “paid advertisement.”

C.5.3.2.2 The Contractor shall ensure that all prospective advertisers are aware that the paper is an unofficial publication. In addition, any letters or brochures designed to procure the sale of advertising space shall state that it is an unofficial publication.

C.5.3.2.3 The Contractor shall not accept for publication advertisements that are worded or phrased to give the reader the impression the Army in any sense endorses, guarantees or sponsors any product or service.

C.5.3.3 The Contractor shall accept for publication only those advertisements, which are in conformance with the principles of good taste. The Contractor shall not accept or print advertising of an obscene nature or that reflects adversely upon the Government of the United States or any of its components.

C.5.3.4 Real Estate Advertising. Advertising for off-post housing available for real estate, sale, or lease by an owner, manager, rental agency, agent, or individual shall include only those available on a nondiscriminatory basis for all personnel. No facility shall be advertised without the Contractor having been notified in writing that open-housing practices are enforced by the owner, manager, rental agency, agent or individual.

C.5.3.4.1 Contractor shall carry the following disclaimer near real estate advertising in the publication: “All real estate advertised in this publication is subject to the Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, or national origin, or an intention to make such preference, limitation or discrimination. The Contractor shall not knowingly accept any advertisement for real estate that is in violation of the law. All dwellings advertised in this publication are available on an equal opportunity basis.” Further, the Contractor shall not accept for publication any real

estate sale or rental ad that specifies that only certain military grades, to the exclusion of others, are invited to buy or rent.

C.5.3.5 Allotting and filling ad space: The Contractor shall assume full responsibility for filling all space set aside on the advertising page dummies for advertising. In the event tentative advertising does not materialize, the Contractor shall give the editor the option to fill the reserved space. Should the contractor fill the space with public service or “house” advertising, the space will not be counted as editorial space.

C.5.3.6 The newspaper shall not carry advertising, which contains photographs of individuals in uniform. Excluded from this prohibition are Government appropriated fund advertisers and pictures of actors or story characters in advertising for movies, plays or books.

C.5.3.7 The Contractor agrees not to enter into any exclusive advertising agreement with any firm, broker or individual for the purpose of selling advertising associated with this contract. [DoDI 5120.4]

C.5.3.8 The Contractor shall ensure advertising complies with all requirements of Federal laws. This includes credit disclosure requirements and restrictions on advertising by persons not licensed in a particular profession or occupation.

C.5.3.9 Page Dummies: The Contractor agrees to furnish to the PAO one hundred percent (100%) of the complete advertising-page dummies no later than 8 a.m. each Monday prior to the date of publication. When holidays occur affecting the makeup or distribution deadlines contained herein, the Contractor agrees to adjust the delivery date accordingly. Unless otherwise previously agreed to by both parties, those pages designated in Para. C.5.2.1.2. (1, 2, 3, 5, 7, 13, the double truck) shall be assumed by the PAO as always available for editorial material.

C.5.3.10 Ads Reviewed: The Contractor shall have all advertisements reviewed by the PAO no later than 3 p.m. the day prior to publication.

C.5.4 DISTRIBUTION.

C.5.4.1 News Stands. The Contractor shall provide heavy wire racks labeled for locations and quantities named by PAO within 30 days of signing of the contract. The Contractor shall maintain the racks and replace damaged, destroyed or lost racks, as PAO may deem necessary. Contractor is solely responsible for all such damage and loss.

C.5.4.2 The Contractor shall deliver One hundred copies of the newspaper to the PAO in the headquarters building no later than 7:30 a.m. the day of publication. This is in addition to regular newsstand delivery.

C.5.4.2.1 The Contractor shall deliver a copy of each week’s paper to each set of family quarters on post no later than 5:00 PM (1700 hours) the day of publication. These copies shall be secured by rubber band and placed at the entrance of the quarters. In case of inclement weather, the newspapers shall be covered with protective wrap.

C.5.4.2.2 The Contractor shall, on request of the PAO, periodically arrange for items to be inserted in the paper and distributed with it for either complete or partial distribution.

C.5.4.3 Delivery to other locations. The Contractor agrees to make bulk deliveries of the newspaper to various other points in the area in accordance with the distribution list furnished and periodically updated by the PAO. Delivery to such facilities as the post exchanges, commissaries, bowling alleys, cafeterias, and post exchange concessions will be made after they are open so that news stands inside such establishments can be serviced. Delivery to these locations will be completed by 12:00 noon on the day of publication.

C.5.4.4 Conditions of Delivery. The Contractor shall open all newspaper bundles and place all papers front page up toward the viewer in all locations to which delivery personnel have access. Locations that are inaccessible shall have their bundles dropped at specified location near the entrance, under cover if possible, and wrapped in a plastic bundle bag during inclement weather.

C.5.4.5 Mail Distribution. The Contractor shall pay for mailing copies of the newspaper to selected addresses provided by the PAO. The copies that are to be mailed shall not exceed five percent of the total press run.

C.5.4.5.1 Separate from, and in addition to, the 5% mail distribution paid for by the Contractor, the Contractor may mail additional newspaper copies to subscribers who agree to reimburse the Contractor for mailing expenses. The printer will realize no profit from this activity. All requests will be approved by the PAO.

Annex B:

Sample CE guidebook contract

SECTION 8 SUPPLIES OR SERVICES AND PRICES/COSTS

The U.S. Army installation or Command Directorate of Contracting (DOC) proposes to establish a Civilian Enterprise Publication contract for the Command Guide to include detached maps.

Advertising rights and authorizations will be provided to the contractor in lieu of payment; the Guide shall be printed at no cost to the Government.

Period of Performance is one base year plus four one-year options, if exercised by the Government.

SECTION C DESCRIPTION/SPECS./WORK STATEMENT

C.1. GENERAL.

C.1.1. SCOPE OF WORK. The Contractor shall provide all personnel, equipment, labor, supplies, tools, materials, supervision and other items necessary to print and ship _____ annual civilian enterprise Base Guides to include _____ detached installation maps.

C.1.2. PERSONNEL.

C.1.2.1. Contract Manager. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and alternate(s), who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer within 15 days after contract award.

C.1.2.1.1. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the operation of this contract.

C.1.2.1.2. The Contract Manager or alternate shall be available for discussions with Government officials during normal duty hours to promptly plan, coordinate and produce the Guide.

C.1.2.1.3. The Contract Manager and alternate(s) must be able to read, write, speak and understand English.

C.1.2.2. EMPLOYEES.

C.1.2.2.1. Within 15 days after award date the Contractor shall make available personnel who are fully competent in the following areas of assignment:

C.1.2.2.1.1. Graphic Art Assistance. Provide original state-of-the-art graphics and afford complete graphic art support.

C.1.2.2.1.2. Editorial and Design Assistance. Provide advance design and planning to include assistance with editorial content assembly, layout sheets, color sequence options and a glossary of terms.

C.1.2.2.1.3. Photography. The Contractor shall provide a local professional photographer to take photographs for the Guide, process film and print photographs.

C.1.2.2.1.4. Layout. Production of page flats shall be completed according to the guidance and instruction of Government representatives. The editor has the responsibility to determine final layout and design to communicate to the audience for which the publication is intended. The Contractor shall provide the editor final page proofs to include editorial content, photos, and advertisement.

C.1.2.2.1.5. Typesetting. The Contractor shall provide all typesetting support. Copy shall be set at specifications designated by the editor.

C.1.2.2.1.6. Color Separations. The Contractor shall provide a printed sample of all color reproductions to the Public Affairs Office (PAO) prior to the final press run. Both the Contractor, or representative, and the editor, or Contracting officer's Representative will approve the registration of color separations (COR).

C.1.2.2.2. Supervision. The Contractor shall provide a qualified supervisor who is responsible to oversee all phases of the design and printing of the Guide. The Contract Manager may perform these supervisory duties.

C.1.2.2.3. Conduct of Contractor Staff. Neither the Contractor nor Contractor representatives shall solicit advertising in the name of the Command or the United States Army. The Printer and its representatives shall conduct all business operations on an ethical and businesslike basis, dealing honestly and fairly with all advertisers or others coming in contact with the Guide. The Contracting officer will provide the Contractor and his representatives a letter of authorization to be shown to potential advertisers to establish the relationship between the Government and the printing firm (Contractor).

C.1.3 QUALITY CONTROL.

C.1.3.1. Editorial Material. The editorial staff of the Command Public Affairs office, hereinafter referred to as the PAO, is responsible for proofreading all editorial material of the Guide and for checking security and accuracy of content. Editorial material will include information about the mission of the command; the availability of community services; historical background; location of facilities; hours of operation and telephone numbers. Installation maps and other information to orient newcomers will also be included in the Guide. The Contractor shall be responsible for the paste-up of each page of the Guide subject to the guidance, direction and supervision of the Commander or his designated representative.

C.1.3.2. Quality of Advertising. The Contractor shall accept for publication only those advertisements which, in the Government's opinion, are in conformance with the principles of good taste. The Contractor shall not accept or publish advertising which in the Government's opinion is objectionable or obscene in nature; or which reflects adversely upon the Government of the United States or any of its components; or which the Government determines is not pertinent to its internal audience at the Command.

C.1.3.3. "Off-limits Advertisement." Under no condition, shall a business establishment listed by the Command as "off Limits" be permitted to advertise in the Guide. A list of "off-Limits" establishments will be provided to the Contractor by the Government at least annually, with interim lists provided as establishments may be designated "off limits" between the usual reporting periods.

C.1.3.4. Government Clearance. The Contractor shall have all content, including advertisements, reviewed by the Government prior to publication. Failure to do so will constitute a violation of the contract.

C.1.3.5. Advertisement Accuracy. The Contractor shall assume full responsibility for the accuracy of any advertisement appearing in the Guide. Advertisers will be notified that their advertisements will not conflict with maintaining the morale, welfare and discipline of the command.

C.1.4. QUALITY ASSURANCE. Contract Maintenance. The printing and distribution of the Guide will be monitored by the COR. Only those photographs, news stories, editorials, headlines, captions, cutlines, and any other editorial material approved by the PAO shall be used in any edition of the Guide.

C.1.5. INFORMATION CONTROL. Specific items of command information printed in the Guide may be made available to anyone else who requests it following distribution of the Guide. Such requests shall be referred to the PAO. Under no circumstances, shall the printer make such material available to third parties.

C.1.6. DISCLAIMER. The Guide shall not state or imply that it is an *official publication* of the Department of the Army. The Contractor shall carry the following disclaimer within the first five pages of each copy of every edition in type no smaller than 8-point bold or 10-point:

" This Unofficial Guide is an authorized publication for members of the U.S. Army Command. Contents of the Guide are not necessarily the *official view of*, or endorsed by, the U.S. Government, The Department of Defense, Department of the Army or the Command. The appearance of advertising in this publication does not constitute endorsement by the Department of the Army or the Contractor of the firms, products or services advertised."

C.1.7. DEBTS. The Government will not be responsible for debts that may be incurred in the printing and distribution of the Guide.

C.1.8. USE OF SEALS, INSIGNIA OR EMBLEMS. Any statement that implies that the Guide is an official publication of the Department of the Army is prohibited. Official Department of the Army seals, insignia, or emblems shall not be used in the flag or masthead.

C.1.9. GOVERNMENT FUNDS. Neither U.S. Government Appropriated Funds, nor Non-appropriated Funds stationary nor other materials shall be used to design or print the Guide. The revenue, which the Contractor receives from the sale of advertisements in the Guide, shall constitute full payment to the Contractor.

C.1.10. USE OF MAILS. The Contractor shall not use DOD postage and fees or paid indicia labels for distribution of copies of the Guide.

C.1.11. FIRST USE RIGHTS AND DISTRIBUTION RIGHTS. First use of command information material produced by the PAO and exclusive distribution rights on the installation are granted to the commercial printer (Contractor) as contractual consideration for producing the Guide.

C.2. DEFINITIONS AND ACRONYMS.

C.2.1. STANDARD DEFINITIONS.

C.2.1.1. CONTRACTING OFFICER. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

C.2.1.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An individual designated in writing by the Contracting Officer to perform specific contract administration functions. The COR does not have the authority to enter into or change the contract. The COR has the right to exercise contract-related administrative details concerning those administrative aspects. In this context, the COR will establish audience and command-related control over the content of the publication.

C.2.1.3. CIVILIAN ENTERPRISE PUBLICATION. Publication printed and distributed by civilian printers under contract with Army components or their subordinate commands. The editorial content is approved and provided by the Public Affairs Office. These publications contain advertising sold by the civilian printer. They become the property of the command, installation or intended recipient upon delivery in accordance with the terms of the contract.

C.2.2. ACRONYMS.

C.2.2.1. COR. Contracting Officer's Representative

C.2.2.2. DOD. Department of Defense

C.2.2.3. Command

C.2.2.4. PAO. Public Affairs Office

C.3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

C.3.1. The Government will provide the property and services listed below.

C.3.1.1. Services.

C.3.1.1.1. The Government will provide the editorial content.

C.3.1.1.1.1. The Public Affairs Office is responsible for proofreading all editorial material of the Guide and for checking security and accuracy of the content.

C.3.1.1.1.2. The PAO will specify layout and design of the editorial content.

C.3.1.1.2. First Use Rights and Distribution Rights. First use of command information material produced by the PAO and exclusive distribution rights on the installation are granted to the Commercial printer.

C.3.1.2. Supplies/items.

C.3.1.1.1. The Government will provide engineering site maps of each installation for use as a baseline for drafting post maps at the initial Guide planning meeting after award.

C.3.1.1.2. The Government will provide the name of the publication.

C.4. CONTRACTOR FURNISHED ITEMS AND SERVICES.

C.4.1. GENERAL. The Contractor shall furnish all necessary supplies, repair parts, materials, tools and support equipment required to perform all services.

C.4.1.1. The Contractor shall provide a minimum selection of 20 varied styles of headline type and 15 various styles of text (body) type. (Headline styles in sizes 6-point through 72-point, with capability for larger sizes as required, and text sizes from 6-point to 24-point.)

C.4.1.2. The Contractor shall provide a local professional photographer to take photographs for the Guide. To ensure the highest quality of four-color photographs, a shooting schedule shall be determined by the Public Affairs Office and Contractor's representative: All photos (whether used or not) shall become the property of the Public Affairs Office. The PAO staff will determine which photos are included in the Guide. The PAO staff does not retain the right to supervise the work of the photographer, either directly or indirectly. Color slides, color separations, color and black and white photography shall become property of the Public Affairs office.

C.4.1.2.1. If the PAO staff assists with the photography for the Guide, the Contractor shall provide the film to include the developing and printing of the photos.

C.4.1.3. The Contractor shall provide editorial assistance to include layout and overall design. The Contractor's representative shall travel to the Public Affairs Office to plan the Guide at a date determined

between the PAO and the Contractor. This meeting shall take place no later than 30 days after award of contract.

C.4.1.4. Communication. The Contractor shall provide the communication to a phone and telefax machine via a toll-free number. This information shall be provided to the Public Affairs *office within* 10 days of contract award. A toll free phone number to a modem shall also be provided in order to transmit data electronically.

C.4.1.5. The Contractor shall provide an Express Mail account number to the Public Affairs *Office within* 10 days of contract award. This account number will be used by the PAO to transfer materials to the Contractor.

C.4.1.6. In addition, detached maps of Fort (**YOUR POST**) shall be provided by the Contractor. These maps shall be folded in the manner of roadway maps with the logo and installation's name facing outward. Advertisements may appear on the reverse and along the bottom edge of the maps. Advertisements on the bottom edge of the maps shall not exceed two inches in depth. The quantity of detached maps provided by the Contractor shall be at least _____ copies for Fort (**YOUR POST**).

C.5. SPECIFIC TASKS.

C.5.1 GENERAL.

C.5.1.1. The Contractor shall print and deliver annually _____ copies of the Guide, which shall be magazine size (approximately 10 3/4 inches long by 8 1/4 inches wide).

C.5.1.2. The Contractor shall not distribute the Guide either as a supplement or insert to any privately produced civilian newspaper or publication. Privately produced newspapers or publications may not be distributed as inserts to the Guide.

C.5.1.3. The name of the publication resulting from this contract will be the (NAME OF YOUR GUIDE). Said name, property of the Government, will not be subject to registration as a trademark by the Contractor. The use of said name is loaned to the Contractor for the Contractor's exclusive use for the period of the contract. The Contractor has no authority to permit or authorize other firms or persons to use said name.

C.5.1.4. Pages. The Guide shall consist of a minimum of 40 editorial pages devoted entirety to editorial copy and photos.

C.5.1.5. Color. Editorial content shall include 40 pages of full-color process photography. The Publisher places no specific limit to number of full-color photos or bleeds. Additional pages using spot color, color posterization and/or the publisher shall provide inks on color paper stock. The PAO may choose to use these techniques on any of the four-color process pages also.

C.5.1.6. Cover. The outside front cover shall be in four-color process reproduction, exact register. The Contractor shall provide color transparencies and original graphic art for the cover. The Commander or his representative OR choose which art will be printed on the cover.

C.5.1.7. Paper Stock. Contractor shall provide high-quality paper samples for selection by the Public Affairs Officer prior to production stages. The publication shall be printed on 70-pound or better paper. The paper made available by the Contractor shall include high-quality white enamel-coated stock, numerous samples of matte, textured or color paper stocks, including gold or silver paper in a variety of weights and colors.

C.5.1.8. Binding. The Guide shall be perfect bound without staples and the trimming shall be fine-edged.

C.5.1.9. Maps. The Contractor shall provide fully indexed, detailed installation maps of Fort (**YOUR POST**) to be printed as foldouts in the Guide. A map of the (local town) area showing the general location of all installations shall also be provided.

C.5.1.9.1. In addition, detached maps of Fort (**YOUR POST**) shall be provided by the Contractor. These maps shall be folded in the manner of roadway maps with the logo and installation's name facing outward. Advertisements may appear on the reverse and along the bottom edge of the maps. Advertisements on the bottom edge of the maps shall not exceed two inches in depth. The quantity of detached maps provided by the Contractor should be at least (x amount) for Fort (**YOUR POST**).

C.5.1.9.2. The Contractor shall have his graphic artist sketch the maps using as a baseline engineering site maps provided by the PAO.

C.5.1.9.3. The Contractor shall update and reprint the maps annually, if deemed necessary by the PAO.

C.5.2. CONTENTS.

C.5.2.1. Ad-to-editorial copy ratio shall not be Larger than 50 percent advertising to 50 percent editorial per issue.

C.5.2.1.1. The Guide shall include only material, which reflects the standards of decency characterizing the U.S. Army, and the Command, as determined by the Government. The Commander reserves the right to prohibit advertising which undermines the command's successful mission performance and preservation of morale and discipline, or which is otherwise contrary to the best interests of the command.

C.5.2.2. Material appearing in the Guide shall be factual, objective, accurate, balanced, impartial, and as timely as practicable.

C.5.2.3. The masthead of the Guide will contain the names of the editorial staff, to include the publisher (Commander), with military rank and the disclaimer, as described in paragraph C.1.6; and also:

C.5.2.3.1 "ALL Editorial content of the Guide is prepared, edited, provided and approved by the Public Affairs Office of the Command. The Guide is printed by (civilian printer), a private firm, in no way connected with the Department of the Army, under exclusive written contract with the Command Public Affairs Office. The civilian printer is responsible for commercial advertising."

C.5.2.3.2. The printer may also include a listing of the production staff in the editorial box.

C.5.2.4. Copyrights. The Contractor shall make every effort to ensure that copyright and libel laws are not violated and that the spirit of DOD 5500.7-R and AR 360-81 are maintained. The Contractor is responsible for ensuring that written permission to publish all copyrighted, syndicated or wire material shall be on file at the Public Affairs Office and the Contractor's office before publication.

C.5.2.5. Nameplate. The nameplate (flag) of each issue shall include the statement, "Guide for newcomers to the Fort _____ community)."

C.5.2.6. No opinion poll, survey, or straw vote on political campaigns, candidates, or issues shall be conducted for publication in the Guide. The Guide shall not contain political campaign news, editorials, cartoons or other items which are partisan in nature and not within the mission of the organization and its command information objectives. The Guide shall not carry partisan political advertising or advertising which is political in nature and not pertinent to the mission of the Command and its command information objectives as determined by the Government. The Commander reserves the right to prohibit the distribution of the Guide when, as determined by the Commander, the Guide includes prohibited political advertising.

C.5.2.7. The Government will specify layout and design of the editorial content of the Guide. Column width for 8, 9, 10, 11 and 12-point body type shall be no less than 12 picas and not greater than 24 picas. Columns or blocks of less than 12-pica width will appear as white space.

C.5.2.8. Contractor agrees to furnish the PAO editorial staff with galley proofs of all editorial copy, including photos, no later than 30 days after receipt of copy. The Public Affairs Officer will mark corrections on the proofs and return them to Contractor.

C.5.2.8.1. The Contractor shall create complete storyboard/layout stage for the Public Affairs officer's approval or provide page proofs of completed flats.

C.5.2.8.2. The Contractor shall provide the PAO with proof copies of the entire layout -- including all editorial material, photographs, advertisements and galley corrections used in the Guide -- no later than 15 days prior to publication.

C.5.2.8.3. The Contractor shall be available to travel to Fort (**YOUR POST**) for on-site coordination.

C.5.3. ADVERTISING.

C.5.3.1. General Advertising.

C.5.3.1.1. The Guide shall not include an advertisement, which implies discrimination with regard to race, creed, age, color, sex, or national origin of the purchaser, user, or patron. Even if their advertisements do not imply it, the Contractor shall ensure that advertisers in the Guide do not practice such discrimination. Under no conditions shall a business establishment listed by the Command as "off Limits" be permitted to advertise in the Guide.

C.5.3.1.2. The Guide shall include, in a prominent location within the first five pages of the publication, the following statement in 8-point bold type: "Everything advertised in this publication shall be made available for purchase, use, or patronage without regard to race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliation, or any other non-merit factor of the purchaser, user or patron. A confirmed violation of this policy of equal opportunity by an advertiser shall result in the refusal to print advertising from that source."

C.5.3.1.3. The Contractor shall ensure that commercial businesses soliciting military personnel through advertising in the Guide are ethical in describing goods, services, commodities and sale terms (including guarantees, warranties, etc.).

C.5.3.1.4. Advertisements offering credit terms must carry a clear statement of the total cash price as well as the total credit costs, including all charges. If payments are shown, the number, amount of each, and the time period shall also be shown. These shall be shown clearly in the advertisements in type no smaller than 6-point.

C.5.3.2. Advertisement Restrictions.

C.5.3.2.1. Any advertisements, which appear to be editorial copy, shall be clearly marked at top and bottom in no smarter than 8-point bold or 10-point type "paid advertisement."

C.5.3.2.2. Any insert or advertising supplement shall not count in the ad-to-copy ratio as advertising. However, the Commander, or his representative, may limit the number of advertising inserts should they determine that such inserts are excessive.

C.5.3.2.3. It is the responsibility of the Contractor to ensure that all prospective advertisers are aware that the Guide is an unofficial publication. In addition, any letters or brochures designed to procure the sale of advertising space in the Guide shall state that it is an unofficial publication.

C.5.3.2.4. The Contractor shall not accept for publication advertisements that are worded or phrased to give the reader the impression the Army in any way endorses, guarantees or sponsors any product or service.

C.5.3.3. Allotting and Filling Ad Space. The Contractor agrees to assume full responsibility for fitting all space set aside on the dummies for advertising. In the event tentative advertising does not materialize, the Contractor shall fill the space with house advertising and the space will not be counted as editorial space.

C.5.3.4. The Contractor agrees to furnish the Public Affairs Office 100 percent of the complete advertising page dummies no later than 30 days prior to the date of publication. The Contractor shall have all advertisements reviewed by the PAO.

C.5.3.5. The Contractor agrees to accept for publication only those advertisements, which are in conformance with the principles of good taste. The Contractor shall not accept or publish advertising of an obscene nature or that reflects adversely upon the Government of the United States or any of its components.

C.5.3.6. Real Estate Advertising. Advertising for off-post housing available for rent, sale, or lease by an owner, manager, rental agency, agent, or individual shall include only those available on a nondiscriminatory basis for all personnel. No facilities shall be advertised without the Contractor having been notified in writing that open-housing practices are enforced by the owner, manager, rental agency, agent or individual.

C.5.3.6.1. Contractor agrees to carry the following disclaimer near real estate advertising in the Guide: "All real estate advertised in this publication is subject to the Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, or national origin, or an intention to make such preference, limitation or discrimination." The Contractor shall not knowingly accept any advertisement for real estate, which is in violation of the law. All dwellings advertised in this publication are available on an equal opportunity basis."

C.5.3.7. The Guide shall not carry advertising, which contains photographs of individuals in uniform that lends the appearance that the Army endorses a product or company. Excluded from this prohibition are Government appropriated or non-appropriated fund advertisers and pictures of actors or story characters in advertising for movies, plays and books.

C.5.3.8. The Contractor shall not enter into any exclusive advertising agreements with any firm, broker or individual.

C.5.3.9. The Contractor shall ensure advertising complies with all requirements of Federal, (**YOUR STATE**) and local law. This includes credit disclosure requirements and restrictions on advertising by persons not licensed in a particular profession or occupation.

C.5.4. DISTRIBUTION.

C.5.4.1. _____ thousands copies of the completed Guide shall be shipped in palletized boxes marked with quantity for easy distribution, freight prepaid to: Public Affairs Office, (**YOUR ADDRESS**).

C.5.4.2. The remaining _____ copies of the Guide shall be stored in the Contractor's warehouse with the balance to be shipped incrementally when requested by the Public Affairs office.

C.5.4.3. The first shipment of _____ Guides shall be sent to the PAO no Later than 150 days from award of contract.

C.5.4.4. The detached maps of Fort (**YOUR POST**) shall be sent with the original Guide delivery not more than 150 days from the award of contract.